

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF CALIFORNIA

JAMES FRISVOLD, an individual and on behalf of all others similarly situated,

Plaintiff,

vs.

SCHNEIDER NATIONAL CARRIERS, INC., a Nevada stock corporation; DAVE BENNETT, an individual; and DOES 1 through 100, inclusive,

Defendants.

CASE NO. 2:25-cv-00964-TLN-CSK

ORDER GRANTING JOINT STIPULATION: (1) DISMISSING PLAINTIFF'S FIRST, THIRD AND FOURTH CAUSES OF ACTION AND DERIVATIVE ALLEGATIONS THEREON; AND (2) CONFIRMING PLAINTIFF'S COMMERCIAL DRIVER STATUS

ORDER

This matter comes before the Court on the Joint Stipulation of Plaintiff JAMES FRISVOLD (“Plaintiff”) and Defendant SCHNEIDER NATIONAL CARRIERS, INC. (“Defendant”) (collectively, the “Parties”) (1) Dismissing Plaintiff’s First, Third and Fourth Causes of Action and Derivative Allegations Thereon; and (2) Confirming Plaintiff’s Commercial Driver Status (the “Stipulation”).

Having reviewed the Stipulation, and finding good cause exists for the relief requested therein, the Stipulation is hereby **GRANTED** as follows:

1. During Plaintiff’s employment with Defendant, Plaintiff was a commercial truck driver who drove interstate truck routes for Defendant in a number of states, including California, Nevada, Arizona, New Mexico, Colorado, Nebraska, Wyoming and Utah, during which he was moving goods in interstate commerce and was subject to Department of Transportation Hours of Service regulations;

2. During Plaintiff’s employment with Defendant, Plaintiff was a “transportation worker” engaged in interstate commerce under Section 1 of the Federal Arbitration Act, 9 U.S.C. § 1 *et seq.* (the “FAA”);

3. The First Cause of Action for Failure to Pay Overtime Wages shall be dismissed from Plaintiff’s Complaint, without prejudice;

4. The Third Cause of Action for Failure to Provide Meal Periods shall be dismissed from Plaintiff’s Complaint, without prejudice;

5. The Fourth Cause of Action for Failure to Provide Rest Periods shall be dismissed from Plaintiff’s Complaint, without prejudice;

6. Plaintiff shall not assert any purported failure to pay overtime and/or any purported failure to provide meal breaks or rest breaks in accordance with California law as an underlying violation or predicate basis in support of any of the remaining claims in the Complaint including, without limitation, the Fifth Cause of Action for Failure to Pay all Wages Due Upon Termination, the Sixth Cause of Action for Failure to Provide Accurate Wage Statements, and the Eighth Cause of Action for Unfair Competition, nor shall he assert any purported failure to pay overtime and/or any

1 meal or rest break violations as a basis for any relief sought in the Complaint, either on an individual
2 or a putative class basis; and

3 7. The Parties acknowledge and agree that except with respect to the terms set forth in
4 their Stipulation, which are intended to bind the Parties in the instant litigation, the Parties do not
5 waive and expressly reserve all remaining claims, defenses and challenges in this action including,
6 without limitation, with respect to the remaining causes of action and allegations in the Complaint
7 and the arbitrability of this action.

8

9 **IT IS SO ORDERED.**

10 Dated: May 1, 2025



Troy L. Nunley
Chief United States District Judge

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

26

27

28